

## Exhibit B

### HIGH WATER MARKS AND CONTRACT DEMAND QUANTITIES

#### 1. CONTRACT HIGH WATER MARK (CHWM) (06/13/08 Version)

*Reviewer's Note: See "Timeline for HWMs & Above-RHWM Elections"*

##### 1.1 CHWM Amount

By September 15, 2011, BPA shall update the table below with «Customer Name»'s CHWM. Once established, «Customer Name»'s CHWM shall not change for the term of this Agreement except as allowed in section 1.2 below.

*Drafter's Note: Leave table blank at contract signing.*

<b>CHWM (annual aMW):</b>	
Note: BPA shall round the number in the table above to three decimal places.	

##### 1.2 Changes to CHWM

If a change is made to «Customer Name»'s CHWM pursuant to this section, BPA shall determine and notify «Customer Name» the date such change will be effective.

1.2.1 If a load included in «Customer Name»'s Measured 2010 Load, as defined in the TRM, is later found to be an NLSL, BPA shall reduce «Customer Name»'s CHWM by the amount of the NLSL.

1.2.2 If «Customer Name» acquires an Annexed Load from a utility that has a CHWM, BPA shall increase «Customer Name»'s CHWM by adding part of the other utility's CHWM to «Customer Name»'s CHWM. The amount of the CHWM addition shall equal:

$$\left[ \frac{\text{Annexed Load minus any annexed NLSLs}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[ \text{Other utility's pre-annexation CHWM} \right]$$

*[Drafter's Note: Include the following sentence for any cooperative. If not a cooperative, delete the following sentence:]* Any change to «Customer Name»'s CHWM related to the acquisition of an Annexed Load is subject to section 25.8 of the body of this Agreement.

1.2.3 If another utility with a CHWM annexes load of «Customer Name», BPA shall reduce «Customer Name»'s CHWM by adding part of «Customer Name»'s CHWM to the other utility's CHWM. The amount of the CHWM reduction shall equal:

$$\left[ \frac{\text{Annexed Load minus any annexed NLSLs}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[ \text{«Customer Name»'s CHWM} \right]$$

«Customer Name»'s pre-annexation Total  
Retail Load minus total NLSLs, if any

pre-annexation  
CHWM

- 1.2.4 BPA may change «Customer Name»'s CHWM if BPA's Administrator determines that BPA is effectively required by court order to make such changes. BPA shall determine the effective date of such a change and shall update this exhibit with the changed CHWM.

## 2. CONTRACT DEMAND QUANTITIES (CDQs) (05/27/08 Version)

### 2.1 CDQ Amounts

By September 15, 2011, BPA shall update the table below with «Customer Name»'s monthly CDQs. Applicability of such CDQs is established in the TRM. «Customer Name»'s monthly CDQs shall not change for the term of this Agreement except as allowed below.

*Drafter's Note: Leave table blank at contract signing.*

Monthly Contract Demand Quantities												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
MW												
Note: BPA shall round the megawatt amounts in the table above to three decimal places.												

### 2.2 Changes Due to Annexation

The Parties shall determine when changes to «Customer Name»'s CDQs, as allowed below, will become effective.

- (1) If «Customer Name» acquires an Annexed Load from a utility that has monthly CDQs, BPA shall increase «Customer Name»'s CDQ for each month by adding the portion of the other utility's CDQ that is attributable to such Annexed Load.
- (2) If another utility with monthly CDQs annexes load of «Customer Name», BPA shall reduce «Customer Name»'s CDQ for each month by removing the portion of «Customer Name»'s CDQ that is attributable to the load that was annexed.

## 3. REVISIONS (03/30/08 Version)

BPA may revise this exhibit to the extent allowed in sections 1 and 2 above. All other changes shall be made by mutual agreement.

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *(Drafter's Note: Insert date of finalized contract here)*